

**Non-DPS Contractual Agreement
Cover Sheet**

From: Brandie V. Knazze
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Deputy Commissioner
Family and Support Services

To: Tom Dziedzic
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Department of Finance

Date: December 16, 2015

Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.

PO Number (if request is a Modification): TBD

Fund Number: 015-0100-0502005-9260

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$500,000.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: Expansion of the City Year, Inc. Program - Intergovernmental Agreement

Agreement Start Date: January 1, 2015

Agreement End Date: December 31, 2015

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

prior approval of the City Council.

The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall file with the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2015, and on or before November 15, 2015, the Office of Budget and Management shall file with the City Council a report showing all federal and state funds received or administered by the City for the time periods October 1, 2014, through March 31, 2015, and April 1, 2015, through September 30, 2015, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2015, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

SECTION 9. Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All

INTERGOVERNMENTAL AGREEMENT

FOR THE EXPANSION OF THE CITY YEAR, INC. PROGRAM

BETWEEN

**THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

AND

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

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THIS INTERGOVERNMENTAL AGREEMENT FOR THE EXPANSION OF THE CITY YEAR PROGRAM (the “Agreement”) is effective as of the 1st day of January, 2015 (the “**Effective Date**”) by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (hereinafter referred to as “DFSS” or “City”) and the Board of Education of the City of Chicago, a body politic and corporate, commonly known and the **CHICAGO PUBLIC SCHOOLS** (hereinafter referred to as the “Board” “CPS”).

RECITALS

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago; and

WHEREAS, CPS is the third largest school district in the United States and provides public schooling to the residents of the City of Chicago; and

WHEREAS, DFSS and CPS agree that youth in the city of Chicago will benefit from participation in the City Year program (“Program”); and

WHEREAS, DFSS desires CPS’s assistance with implementing the Program; and

WHEREAS, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01; and

WHEREAS, DFSS and the CPS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CPS’S DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibits A, and B for the provision of the Program (collectively, the “**Services**”). CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

Section 2.02 Performance Standards

CPS shall perform all Services required of it under this Agreement with that degree of skill,

care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS's needs when those needs are clearly conveyed in writing to CPS in timely and appropriate manner as agreed by both parties.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 2.05 below, is and shall remain the property of the Board. All reports or information in any form prepared or assembled by, or provided to, CPS under this Agreement that do not include Board Confidential Information are the property of the DFSS. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.
- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS's performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

Until December 31, 2018, DFSS retains an irrevocable right to independently or, through a third party, audit CPS's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

Section 2.05 Confidentiality

CPS agrees that all deliverables, reports, documents and information prepared, assembled, received or encountered pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS agrees that such Confidential Information shall not be made available to any individual or organization other than the City, or courts of competent jurisdiction or administrative agencies

pursuant to a subpoena without the prior written approval of the City. DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. ("Board Confidential Information"). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board except as permitted herein below. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information of the Board as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. In the event either party is presented with a request for documents by any agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act ("FOIA"), or with a *subpoena* regarding such Confidential Information or Board Confidential Information which may be in that party's possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Neither party, however, will be obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.06 Subcontracts and Assignments

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by the DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS' purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in

any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

Section 2.08 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 TERM OF THE AGREEMENT

Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2015 (the "Term").

Section 3.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay the CPS for the provision of the Services under the Agreement, a sum not-to-exceed, \$500,000.00. Only those expenditures made by the CPS with respect to the Project, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibit B and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment

thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit B. **Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit B.**

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 5 DISPUTES

A dispute between the CPS and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner and the CPS Chief Financial Officer ("CFO") and General Counsel. Either party may give written notice of the dispute to both the Commissioner and the CFO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CFO fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date on which either the Commissioner or the CFO declare in writing that the parties have reached impasse.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by CPS

CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as good as:

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the

statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

The CPS must require all Subcontractors to provide the insurance required in this Agreement. All Subcontractors are subject to the same insurance requirements of the CPS unless otherwise specified in this Agreement.

ARTICLE 7 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services

to be performed under it, at any time by providing ninety (90) days notice in writing to the CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days notice in writing to the DFSS.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; CPS certifies that it has read the provisions of 18 U.S.C. 666(a)(2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

Section 8.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Additionally, pursuant to the conflict of interest requirements in 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CPS may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

CPS shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of DFSS.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 3.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Board's Chief Financial Officer and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.)

Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA") and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.

- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

C. CITY HIRING PLAN

(a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Board is aware that City policy prohibits City employees from directing any individual to apply for a position with the Board, either as an employee or as a subcontractor, and from directing the Board to hire an individual as an employee or as a subcontractor. Accordingly, the Board must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Board under this Agreement are employees or subcontractors of the Board, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Board.

(c) The Board will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a

political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Board by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, the Board will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of DFSS. The Board will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CPS against the DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the

rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the DFSS in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS's performance in any respect or waives a requirement or condition to either the CPS's or DFSS's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the DFSS may have waived the performance of a requirement or condition.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's Department of Resident Services. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Family and Support Services

1615 W. Chicago Ave.
Chicago, Illinois 60622

With copies to: Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to the CPS shall be mailed by certified mail, postage prepaid to:

Chicago Public Schools
42 West Madison, 2nd floor
Chicago, Illinois 60602

With a copy to: The General Counsel
The Chicago Board of Education
1 North Dearborn, Suite 900
Chicago, Illinois 60602
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ARTICLE 11 AUTHORITY

Section 11.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Board Rule 7-15 (d) of the Board of Education of the City of Chicago, and other applicable laws, regulations and ordinances.

Section 11.02 DFSS's Authority

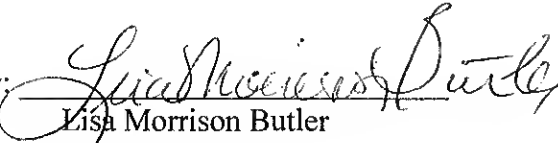
Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago and the ordinance enacted by the City Council of the City of Chicago (the "Council") on November 19, 2014.

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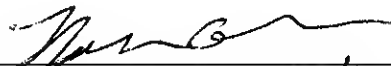
IN WITNESS WHEREOF, DFSS and the CPS have executed this Agreement as of the date first written above.

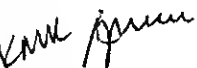

CITY OF CHICAGO,

**DEPARTMENT OF FAMILY AND
SUPPORT SERVICES**

By: 
Lisa Morrison Butler
Commissioner

**THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: 
Name: Ronald DeNard
Title: Senior Vice President of Finance

Approved as to legal form: 
By: 
Ronald L. Marmer, General Counsel

Attachments and Exhibits:

Exhibit A- Scope of Services

Exhibit B- Budget

EXHIBIT A

SCOPE OF SERVICES FOR EXPANSION OF CITY YEAR, INC. SERVICES IN CHICAGO PUBLIC SCHOOLS

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

I. Introduction

The Board's Office of College and Career Success, Student Support and Engagement, shall oversee the development and implementation of the expansion of services provided by City Year, Inc. ("City Year"), a third party vendor currently approved by the Board to facilitate whole-school and targeted intervention programming at 21 CPS schools during the 2015-2016 school year. The City's Department of Family and Support Services ("DFSS") shall allocate \$500,000 to the Board to support City Year programming expansion project ("Expansion Project" or "Project"). Funding from DFSS will allow City Year and the Board to serve approximately 7,000 students and 24 schools in 2015-2016, which is an increase of 1,200 students and 3 additional schools from the 2014-2015 baseline. The Project will begin on January 1, 2015 and end of December 31, 2015.

II. Project Design

A. City Year Background

City Year provides school-wide and targeted academic, attendance, and behavior supports in partner schools in high poverty neighborhoods. City Year places cohorts of 8-10 trained Corp Members at each partner school for a full academic year to facilitate services focused on academic intervention, attendance support, and positive behavior supports ("Services").

i. City Year Program Model and Impact

City Year shall target 4th-10th grade students identified as being at-risk of not graduating high school to receive a continuum of Services to support their success in school and beyond.

Unique aspects of the City Year program model include:

- a) **Multi-Tiered Systems of Supports:** Corp Members collaborate closely with school administrators and teachers to identify focus list students in need of additional supports, and match students to targeted services
- b) **Differentiated Learning and Teacher Capacity:** Corp Members work directly with teachers to differentiate instruction during the school day by leading 1:1 and small group learning sessions in English and Math
- c) **Expanded Learning Opportunities:** In addition to in-school support, Corp Members coordinate and facilitate before-school and after-school programs to meaningfully extend learning beyond the school day

- d) School Climate: Corp Members lead school-wide programs, such as family nights and attendance rallies, designed to improve the overall school climate
- e) "Near Peer" Mentorship: Corp Members are a diverse group of young leaders, from 18-24 years old. They serve as positive role models and mentors who promote student engagement in school
- f) Training: Corp Members receive a month of intensive training on research-based tutoring and classroom management practices prior to being placed in schools; they also receive ongoing professional development throughout the year

ii. Work History with the Board

During the 2014-2015 school year, City Year partnered with 20 CPS elementary and high schools, reaching approximately 4,800 5th-10th grade at-risk students through targeted initiatives focused on attendance, behavior, and academic support. The Board is currently working under a 3 contract with City Year which runs through the 2016-2017 school-year.

B. Rationale of Expansion Project

- i. Studies show students who are at risk of dropping out can be identified as early as elementary school using three early warning indicators: poor attendance, disruptive behavior, and course failure in Math and English. According to research on early warning indicators by Johns Hopkins and the University of Chicago Consortium on Chicago School Research, a continuum of support from third grade through ninth grade would yield the greatest impact in preventing the high school drop-out crisis by providing supports during critical milestone years.
- ii. The Project will also provide funding for City Year to increase the number of schools served from 21 schools in 2014-2015 to 24 schools in 2015-2016. In total, the Project will support City Year and the Board in serving an additional 1,200 students during the 2015-2016 school year.
- iii. **Partnership Criteria**
The school partner list for the 2015-2016 academic year has been established between CPS and City Year. All partner schools meet the following criteria:
 - a) Schools have a demonstrated need for City Year Services, as defined by having a high proportion of students at risk of dropping out based on early warning indicator data for academics (specifically Math and English), behavior, and attendance
 - b) Principal is willing and able to cover a portion of the cost of Services
 - c) Principals, teachers and other key school staff have demonstrated a commitment to actively collaborating with City Year to develop a customized implementation plan within the City Year program model

- d) Elementary schools that are feeder schools to a City Year high school are prioritized

III. CHICAGO PUBLIC SCHOOLS DUTIES AND RESPONSIBILITIES

A. Staffing and Project Management

The CPS Office of College and Career Success, Student Support and Engagement, shall identify a Project Manager ("Project Manager") to oversee the development and implementation of the proposed Project and all City Year Services. The Project Manager's responsibilities will include, but will not be limited to: managing the contracting process between the Board and City Year; tracking accountability measures for the scope of the Project to ensure the City's investment is having maximum reach and impact; and serving as a liaison between City Year, the Board, and the City.

B. Accountability

City Year and the Board shall be responsible for meeting the following Accountability measures for all Services in all partner schools:

- i. City Year shall be responsible for tracking all Services provided at all partner schools, including whole school events, individual and small group interventions, and contact with parents/guardians (e.g. phone calls or home visits). City Year shall track services through an internal database, and will share data extracts and reports with the Board on a quarterly reporting schedule
 - At the end of each quarter, City Year data related to program implementation and outcomes for the program will be reviewed by City Year and the Board. These data will be based on a set of mutually agreed upon key performance indicators, and will include the following: Student outcomes in focus areas of attendance, behavior, and course performance against previously set, mutually agreed upon goals
 - School performance against goals for fidelity to City Year's Conditions for Success, as well as a qualitative report summarizing program implementation for the quarter
 - Plans for next steps as a result of the above outcomes
- ii. City Year will provide an end of year report analyzing the impact of all Services based on benchmarks set by previous years' program evaluations
- iii. The data tracking and quarterly reporting metrics above will include students and schools served through the Project

C. Budget Oversight

The Project Manager will oversee the budget and billing for all Project-related costs, including, but not limited to opening Purchase Orders, verifying the delivery of Services with school

principals, and/or conducting site visits at partner schools. The Project Manager will ensure all funds are expended within the guidelines established through this Agreement before 12/31/15.

IV. DFSS'S DUTIES AND RESPONSIBILITIES

The City of Chicago's Department of Family and Support Services (DF55) shall pay to CP5 a maximum of \$500,000 to fund the Expansion Project.

Services that will be funded through the DF55 funding include:

- Materials for schools implementing City Year for the first time in school-year 2015 – 2016
 - City Year promotional materials. Includes all print and electronic materials (\$600)
 - Programmatic materials to support 2 VIP Lounges, 1 Family Engagement, Spring Break, and Extended Learning programs (\$22,500)
- Additional Staff Time and Travel Expenses (\$204,500)
 - Direct supervisors and support staff for new schools including hiring of Impact Director, Impact Manager, and Impact Coach.
 - Additional support from Learning and Development Manager, Evaluation Manager, and Corps Operations Manager
 - Additional staff travel
- Research Study by University of Chicago Chapin Hall Study looking into City Year Impact on students across all school served pending approval from Chicago Public Schools Research Review Board ("RRB") (\$149,154.80)
- Labor and Materials Cost for 20 City Year Physical Service Projects in Chicago Public Schools (\$123,245.20)
 - Cost Breakdown:
 - 2260 Hours of Prep and Labor valued at \$22.42 per hour
 - Materials and Supplies for 20 Projects at \$72,576

Exhibit B

BUDGET TO EXPAND CITY YEAR SUPPORT SERVICES (City of Chicago/Department of Family and Support Services)

Program Cost and Reimbursement Totals: DFSS will reimburse the Board for programmatic expenses as outlined in the scope of services paid by the Board. DFSS shall reimburse the board up to but not in excess of \$500,000 based on the following programmatic allocation costs. The Board (and associated schools) shall be responsible for all costs for the implementation of the programming in excess of the DFSS allocation.

Schools	Grades Served	Network	Total Cost for School	Funding from Central Office	Funding from the School	Funding from DFSS
Solorio Academy HS	9 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Phillips Academy HS	9 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Tilden	9 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Kelvin Park	9 th		\$120,000	\$80,000	\$40,000	\$19,870.84
Dulles	4 th – 8 th	AUSL	\$108,000	\$54,000	\$54,000	\$19,870.84
Stagg	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Fulton	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Nicholson	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$19,870.84
Schurz HS	9 th	1	\$96,000	\$48,000	\$48,000	\$19,870.83
Sullivan HS	9 th		\$96,000	\$48,000	\$48,000	\$19,870.83
Gage Park HS	9 th		\$96,000	\$48,000	\$48,000	\$19,870.83
John Hope HS	9 th	11	\$96,000	\$48,000	\$48,000	\$19,870.83
Herzl	4 th – 8 th	AUSL	\$96,000	\$48,000	\$48,000	\$19,870.83
Johnson	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$19,870.83
Chalmers	4 th – 8 th	AUSL	\$96,000	\$48,000	\$48,000	\$19,870.83
Dvorak	4 th – 8 th	AUSL	\$108,000	\$54,000	\$54,000	\$19,870.83
Collins HS	9 th	AUSL	\$96,000	\$48,000	\$48,000	\$19,870.83
Saucedo	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$19,870.83
O'keeffe	4 th – 8 th		\$108,000	\$54,000	\$54,000	\$19,870.83
Marquette	4 th – 8 th		\$132,000	\$66,000	\$66,000	\$19,870.83
McNair	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$27,570.83
Howe	4 th – 8 th	AUSL	\$96,000	\$48,000	\$48,000	\$19,870.83
Piccolo	4 th – 8 th		\$96,000	\$48,000	\$48,000	\$27,570.83
Orr Academy HS	9 th		\$96,000	\$48,000	\$48,000	\$27,570.83
Total			\$2,400,000	\$1,220,000	\$1,180,000	\$500,000